

Data Transmission to the Washington State Digital Archives, OSOS for Library of Congress Multi-State Demonstration Preservation Project, 2007-2010

Intergovernmental Agreement

Between

**the State of Washington, Office of the Secretary of State,
Archives and Records Management Division,**

And

<ENTER STATE AND DIVISION'S LEGAL NAME>

In accordance with Cooperative Agreement OSOS No. IG-4361 between the U.S. Library of Congress and the state of Washington Archives, the state of Washington, Office of the Secretary of State, Archives and Records Management Division (hereinafter WA OSOS Digital Archives) and the <STATE AND DIVISION'S LEGAL NAME> (hereinafter State Partner) agree to work in partnership promoting the use of the Digital Archives, a branch of the Washington State Archives and Records Management Division, as an integral part of their archives system. The parties agree to the cost efficient, secure, and effective exchange of electronic records and data to ensure the preservation and accessibility to important legal and historical public records. Records in the State Partner's repository housed at the WA OSOS Digital Archives are the property of the State Partner and as such, records designated as confidential after transfer to the WA OSOS Digital Archives will be managed as confidential records in accordance with all federal and state statutory requirements of the State Partner. Both parties agree to work cooperatively in the development and implementation of the Information Plan to ensure compatibility, accuracy, and efficiency of information transmission and exchange.

Scope of Work

The State Partner and WA OSOS Digital Archives agree to work in a timely manner to develop all connections, interfaces, and other information technology needs required to transmit archival electronic records to the WA OSOS Digital Archives. This includes providing WA OSOS Digital Archives with information required for the transmission of data on a regular basis, such as quarterly, or more frequently.

The State Partner agrees to complete the Information Plan (Exhibit A) before transmitting records to the WA OSOS Digital Archives, and further agrees to adhere to this plan for the duration of this Agreement. The WA OSOS Digital Archives will develop and maintain the State Partner's Digital Archives website based on the WA OSOS Digital Archives master page layout. A URL will be provided to allow for website naming conformity. The State Partner is encouraged to provide the WA OSOS Digital Archives with a URL that is part of their domain for a more integrated experience for their users.

State Partner must submit quarterly progress reports to the WA OSOS Digital Archives contact, in a format provided by WA OSOS Digital Archives, which documents the contribution towards the match requirement for the Demonstration Preservation Project. Reports are due to WA OSOS Digital Archives by the 30th of the month following each quarter end.

Consideration

Travel may be necessary to meetings to promote communication among State Partners. In consideration of the State Partner meeting the requirements under Scope of Work, and the WA OSOS Digital Archives administering the Demonstration Preservation project, the State Partner agrees to submit travel reimbursement requests to the WA OSOS Digital Archives contact. Both parties acknowledge that all travel costs must be expended in accordance with federal guidance issued by the Office of Management and Budget (OMB) as interpreted by the Library of Congress.

If the State Partner decides to host and maintain State Partner records upon termination of this Agreement, the State Partner will be given custody of their most recent backup of their data to integrate into their own state system. State Partners who wish to continue to participate in the shared repository may be required to enter into further agreements with the WA OSOS Digital Archives where they will be charged their fair share of the operating expenses in maintaining the joint repository.

There are no fees associated with the use of any record series during the duration of this Agreement.

Period of Performance

This Agreement will remain in effect from the date of contract execution until June 30, 2011.

Independent Capacity and Indemnification

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the act and/or omissions of entities or individuals not a party to this Agreement.

Disputes

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Washington State, Secretary of State. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable Alternate Dispute Resolution (ADR) method in addition to the dispute resolution procedure outlined above.

Waiver

Waiver of any default may only be in writing and shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the parties to this Agreement and attached to the original Agreement.

Discrimination

All parties shall be bound by all federal and state laws and regulations prohibiting discrimination, and specifically agree, that they will not discriminate in employment, directly or indirectly, because of age, sex, marital status, creed, color, national origin, religious preference or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification.

Termination

Either party may terminate this Agreement upon a thirty (30) day written notification to the other party. If this Agreement is terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of this termination.

Termination for Cause

If for any cause, either party does not fulfill its obligation in a timely and proper manner under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. The rights and remedies of the WA OSOS Digital Archives provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Entire Understanding

This Agreement and attached exhibits set forth the entire understanding of the parties. This Agreement and Exhibit A may be modified only by written amendment executed by each party. The WA OSOS Digital Archives reserves the right to make changes to Exhibit A as necessary and to convey such changes in writing to the State Partner prior to the change taking effect.

Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

Acceptance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set forth opposite their signatures.

Name of Partner

Name of State Partner Institution

Signature of State Partner Authority

Title

Date

Printed Name of State Partner Authority

Eleanor Dovey
Financial Services Manager

Date

APPROVED TO FORM:
Attorney General's Office